

NEW APPLICATION



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AZ CORP COMMISSION
DOCKET CONTROL

Verizon California Inc.
112 Lakeview Canyon Road, CA501GC
Thousand Oaks, CA 91362-3811
805 372-6000

April 30, 2008

Advice Letter No. 264

Arizona Corporation Commission
Utilities Division
1200 West Washington Street
Phoenix, AZ 95007

Arizona Corporation Commission

DOCKETED

APR 30 2008



T-01846B-08-0226

RE: Docket No. T-XXX

T-03446A-08-0226

Verizon California Inc. (Verizon) submits for filing the attached Amendment Number 5 to an Interconnection, Resale and Unbundling Agreement with Access Point, Inc.

The initial Agreement was entered into by the Parties in accordance with Section 251 of the Telecommunications Act of 1996 ("TA 1996") in various states, not including Arizona. The Amendment adds the state of Arizona to the initial agreement which was effective November 7, 2001. Verizon hereby submits for your review a copy of the initial agreement between the two parties and the Amendment which adds the state of Arizona.

Verizon submits that the Amendment satisfies the requirements of Section 251, does not discriminate against any telecommunications carrier not a party to the Agreement, and will, if implemented, be consistent with the public interest, convenience, and necessity. Verizon therefore requests that the Commission expeditiously approve the Amendment, consistent with the intent of TA 1996.

In support of this request, Verizon California, Inc. states the following:

1. Verizon California Inc. is an incumbent local exchange carrier authorized to provide local exchange service in Arizona.
2. Access Point, Inc. is a competitive local exchange carrier that is authorized to provide local exchange service in Arizona. Customer's contact is:

Regina Ross
1100 Crescent Green
Cary, NC 27511

3. Verizon and Customer have entered into the Amendment pursuant to Sections 251(c) and 252(a) of the 1996 Act.
4. The purpose of this Amendment is to give contractual effect to the provisions of the initial agreement in the state of Nevada.

There are no tariffs being filed with this advice letter. This filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any schedule or rule.

It is requested that a stamped "Approved" copy of this filing be returned to the address below:

Ms. Hope Christman
Regulatory Affairs
112 S. Lakeview Canyon Rd., CA501GC
Thousand Oaks, CA 91362-3811

If you have any questions pertaining to this filing, please call me (805) 372-6429.

Very truly yours,

Verizon California Inc.

A handwritten signature in black ink, appearing to be 'H. Christman', with a long horizontal line extending to the right.

Hope Christman
Specialist - Regulatory Affairs

**AMENDMENT FIVE
OPERATOR SERVICES AGREEMENT**

Non-Facilities Service

This Amendment Five ("Amendment") to the Operator Services Agreement dated November 7, 2001 ("Agreement") is hereby made by and between Access Point, Inc. ("Access Point") and Verizon California Inc. ("Verizon"). Verizon and Access Point are sometimes referred to as a "Party" or collectively as the "Parties." This Amendment shall be effective as of the _____ day of _____, 2008 (Effective Date).

In consideration of the terms and conditions contained in this Amendment and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. Section 1, Paragraph B "Scope," shall be amended to include the following Service Area in which Verizon operates as a local exchange carrier:

ARIZONA

2. Attachment 1d – "Forecasted Annual Calls" shall be completed and returned with this signed Amendment Five and become a part of the Agreement.
3. All of the other terms of the Agreement will remain the same for the term of the Agreement.

The Parties agree that this Amendment shall be effective as of the Effective Date and each Party warrants that it has caused this Amendment to be signed by its duly authorized representative.

Access Point, Inc.

By: _____

Name: Richard Brown

Title: CEO

Date: _____

4/18/08

Verizon Services Corp.

By: _____

Name: Trudy C. Adams

Title: Director-Verizon LiveSource

Date: _____

4/24/08

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OPERATOR SERVICES AGREEMENT

Access Point, Inc. Competitive Local Exchange Carrier (CLEC) – UNE-P

This Operator Services Agreement ("Agreement") is made, effective this 7th day of November, 2001, by and between Verizon New England Inc. and Verizon New York Inc., both being New York corporations (hereinafter referred to as "Verizon"), having an office at 1320 North Court House Road, Arlington, Virginia 22201, and Access Point, Inc. (herein after referred to as "Access Point"), a North Carolina corporation with offices at 1100 Crescent Green, Cary, NC 27511. Verizon and Access Point are sometimes referred to collectively as the "Parties" or individually as a "Party."

SECTION 1 - SERVICES

- A. Services. Access Point agrees to purchase from Verizon, and Verizon agrees to provide to Access Point, the following services (the "Services"):

Service
National Directory Assistance

Service Attachment
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1. Access Point agrees that Verizon will be the sole provider of the Services designated in this Section 1 for the service areas listed on the Technical Questionnaire that is submitted pursuant to Section 4 of this Agreement. The Services shall be provided and used in accordance with the terms and conditions of this Agreement and the associated Service Attachments identified above (the "Service Attachments"), which are hereby made a part of this Agreement.
2. Verizon will staff the Operator Service Center lines that provide Operator Assistance for Access Point, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year with a sufficient number of operators to perform the Services hereunder.
3. Verizon commits to providing prompt, courteous and professional service to all end users.

- B. Scope. Access Point shall subscribe to and pay for Services for Access Point's local exchange end users in the **Massachusetts 126 & 128 and New York 132, 133, 134, 136 & 140 LATAs** or Service Areas, as designated in the Technical Questionnaire, within the exchanges and/or NPA/NXX Service Areas in which Verizon operates as a local exchange carrier.

SECTION 2 - TERM AND TERMINATION

- A. The initial term of this Agreement ("Initial Term") shall commence on the date first written above ("the Effective Date") and shall expire on December 31, 2004. The term shall be extended for successive one (1) year renewal terms at Verizon's then applicable rates unless i) either Party provides written notice of its intent to terminate this Agreement at least ninety (90) calendar days before the expiration of the then current term; or ii) Access Point terminates this Agreement pursuant to Section 2.B below.
- B. After Access Point has purchased Services for at least six months following the In-Service Date established pursuant to Section 4 below, Access Point may terminate this Agreement, without cause, prior to the end of the initial or any renewal term upon ninety (90) days advance written

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notice. In such a termination, Access Point shall pay a termination charge equal to seventy-five percent (75%) of the average monthly billing for the six (6) months preceding the notice of termination multiplied by the number of months remaining in the then current term of the Agreement. If Access Point terminates this Agreement, without cause, prior to or within six months following the In-Service Date, Access Point shall pay Verizon a termination charge equal to one hundred percent (100%) of the average monthly billing for all months preceding the notice of termination multiplied by the number of months remaining in the then current term of the Agreement.

SECTION 3 - RATES

- A. Initial Term Rates. The Service Attachments list the rates for the Services that shall remain effective for the Initial Term.
- B. Renewal Term Rates. The rates that will apply to Services in any renewal term shall be the same as those in the then current term unless Verizon provides written notice of any rate change(s) at least one hundred twenty (120) calendar days before the expiration of the then current term. The Parties agree that the revised rates shall apply to the renewal term unless the Agreement is terminated prior to the renewal term pursuant to Section 2.A above.
- C. Monthly Statement.
 - 1. Verizon shall render to Access Point a monthly billing statement showing the amount due for the previous month's Services. Payment shall be due in full within thirty (30) calendar days of the monthly statement date.
 - 2. Billing for Services will include all Non-Recurring Charges (NRC), Monthly Recurring Charges (MRC) and usage charges that apply to the Services provided.
 - 3. Where applicable, minimum volume billing will apply to any month during which the volume of traffic sent by Access Point does not exceed minimum volume requirements as outlined on each Service Attachment for the selected Service. Minimum volume billing may be applied up to two (2) months in arrears of the billing date for Services provided in any month.
 - 4. Access Point is liable for all applicable charges (including minimum volume billing) through the end of the Initial Term and any subsequent renewal terms until the Agreement is terminated by either Party to the Agreement according to the terms of the Agreement.
- D. Dispute. If Access Point disputes the monthly billing statement, Access Point will notify Verizon in writing regarding the nature and the basis of the dispute within sixty (60) calendar days of such monthly statement date or the dispute shall be waived. Verizon and Access Point shall diligently work toward resolution of all billing issues.
- E. Late Payment Charge. Late payment charges will be identified on the appropriate monthly billing statement. Late payment charges may be included on the next month's billing statement.
- F. End Users of Access Point. Access Point shall be responsible for all contacts and arrangements with its end users concerning the provision and maintenance, and the billing and collection, of charges for Services furnished to Access Point's end users.

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SECTION 4 - IN SERVICE DATE AND SERVICE CONFIGURATIONS

- A. The parties agree that the Services hereunder will be provided for the same service configurations for which operator services has heretofore been provided to Access Point by Verizon. The "In Service Date" for purposes of this Agreement shall mean the effective date of this Agreement.
- B. If Access Point requests additions, deletions or other changes to service configurations after the In Service Date, Access Point shall submit a completed Technical Questionnaire (TQ) Update Form to Verizon. For any other change affecting Services other than or in addition to a change in the service configuration, or any other information required to provide Access Point's requested Services, Access Point shall complete and submit a revised Technical Questionnaire in its entirety. Access Point shall submit its TQ Change Request or TQ not less than forty-five (45) calendar days or more than one hundred twenty (120) calendar days before the requested date for the addition, change or deletion in Service.
- C. Access Point shall assure that an ASR is completed for all requested Services. Such ASR shall request an In-Service Date that is no later than one hundred eighty (180) calendar days after the Effective Date of this Agreement. If Access Point requests an In-Service Date that is later than one hundred eighty (180) calendar days after the Effective Date of this Agreement and Verizon agrees to provide Services notwithstanding such delay, Verizon may charge, and Access Point agrees to pay, Verizon's then current rates for the Services.
- D. Access Point will provide a call volume forecast to Verizon within thirty (30) days following the In Service Date and every twelve (12) months thereafter. In addition, Access Point will provide a call volume forecast to Verizon prior to a promotion, market expansion, or any other activity that may impact call volumes by more than five percent (5%) on any day.

SECTION 5 - TECHNICAL SPECIFICATIONS AND REQUIRED EQUIPMENT AND FACILITIES

- A. The design, installation, operation and maintenance of all facilities and arrangements pertaining to the signaling provided by Access Point and Verizon under this Agreement shall be made in accordance with Telcordia LATA Switching System Generic Requirement ("LSSGR") FR-NWT-000064 and Telcordia Specifications TR-NPL-000145 using Feature Group C ("FGC") or Feature Group D ("FGD") format. Access Point must pass the ANI of the calling end user's ten (10) digit telephone number to Verizon's network. For Services including call completion or directory assistance call completion, Verizon will return the ten (10) digit completion number requested by the caller to Access Point via Access Point's provisioned Call Completion link, utilizing FGD direct connect Telcordia signaling.
- B. Verizon will establish and maintain such equipment, related facilities and reference databases as may be necessary to perform the Services under this Agreement, provided that Access Point furnishes Verizon timely and accurate notice of any changes as specified in this Agreement. Any additional services that Access Point seeks during the term of this Agreement will be subject to mutual agreement and the availability of facilities and equipment.
- C. Access Point will provide and maintain such equipment within its premises as is necessary to permit Verizon to perform the agreed-upon Services in accordance with Verizon standard equipment operation and traffic operation procedures. Verizon shall arrange for and establish the trunking and other transport, interface, collocation, and signaling arrangements as required to provide Services to Access Point, including but not limited to, the transportation of operator service traffic to the Verizon designated switches for processing and from the same switches for completion. Separate dedicated trunks for each NPA and/or LATA may be required. Any trunks or other transport that Access Point obtains from Verizon to deliver Access Point's calls to and

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from Verizon shall be provided pursuant to the applicable tariffs, Interconnection Agreement, or other contractual arrangements, and not under this Agreement.

SECTION 6 - CHANGES AND MODIFICATIONS

- A. **Changes in Operations.** The Parties acknowledge that either Party may need to change its operations in a way that impacts on the provision or use of the Services. The Parties agree to propose and make such changes only in good faith.
- B. **Verizon Initiated Changes.** If Verizon decides to make a change in its operations that will result in a change in Services, Verizon will provide Access Point with at least sixty (60) calendar days advance notice, and will cooperate with Access Point in an attempt to design the change to meet Access Point's requirements. If the change will increase Access Point's cost of using the Services, Access Point may propose adjustments to the rates charged by Verizon. If Verizon does not accept such proposed rate adjustment and the change in Service is not acceptable to Access Point, Verizon may nevertheless elect to proceed with the change in Services. In such case, either Verizon or Access Point may terminate this Agreement, without early termination charge, effective on implementation of the change. Such termination shall be the sole and exclusive remedy of both Parties for the change in operations. If the Agreement is not terminated pursuant to this Section, the rates and other terms and conditions of this Agreement shall continue in full force and effect.
- C. **Access Point Initiated Changes.** If Access Point decides to make a change in its operations that effects Verizon's provision and delivery of the Services, Access Point will provide Verizon with at least sixty (60) calendar days advance notice, and will cooperate with Verizon to design the change so that the Services may continue. If the change will increase Verizon's costs of providing the Services, Verizon may propose adjustments to its rates. If such proposed rate adjustment is not acceptable to Access Point and the change proposed by Access Point is not acceptable to Verizon, Access Point may nevertheless elect to proceed. In such case, either Verizon or Access Point may terminate this Agreement without early termination charge, effective on implementation of the change. Such termination shall be the sole and exclusive remedy of both Parties for the change in operations. If the Agreement is not terminated pursuant to this Section, the rates and other terms and conditions of this Agreement shall continue in full force and effect.
- D. **Service Methods.** Verizon agrees to provide Services in accordance with Verizon's service standards and methods. Verizon will notify Access Point in writing of any significant policy changes to operator services or directory assistance standards and methods prior to implementation.
- E. **Customized Service Features and Options.** Access Point may request custom-designed service features or optional services to be provided in conjunction with the Services hereunder. Upon mutual agreement of the Parties, such features and options will be provided pursuant to this Agreement. Verizon, if requested, shall provide Access Point with an estimate of the charges for such custom-designed supplements, changes, or options prior to implementation. Each Service Attachment shall designate such pricing for Customized Service Features and Options.
- F. Access Point understands, acknowledges and agrees that Verizon may change, from time to time during the term of this Agreement, the service design specifications and operator methods that are in effect on the effective date of this Agreement.
- G. Access Point shall be solely responsible at its expense for the redesigning or rearrangement of its network which may be required because of changes in the provisioning of the Services.

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OSPA-c 10-9-01 (8/2001)

October 16, 2001

SECTION 7 – BRANDING

- A. Required Branding. In certain LATAs or Service Areas, Customized Branding is required by regulation. Where Customized Branding is required, Access Point will provide two announcement tapes per TOPS switch.
- B. Branding Options- Access Point may elect for its end users to hear Branding. Branding may occur at the beginning, during, or immediately prior to Verizon returning the call to Access Point for completion or disconnect.
1. Access Point must select from Verizon's standard Branding, create its own unique Branding, decide upon a combination of Verizon's standard Branding and its own unique Branding or no Branding at all. Branding that is in effect as of the In Service Date shall continue unless modified pursuant to Section 7.B.2 below.
 2. If Access Point elects to add or modify Branding at any time during the term of this Agreement, Access Point shall provide Verizon two high quality audio cassette tapes containing the new Branding. Verizon shall have the new Branding in service within forty (40) calendar days of Verizon's receipt of the high quality audio cassette tapes. The Change Branding Fee shall be applied as referenced in each Service Attachment included for the Services selected.

SECTION 8 – EXCHANGE MESSAGE RECORD-EXCHANGE MESSAGE INTERFACE (EMR-EMI)

- A. Verizon will provide unrated records in standard EMR/EMI format. Rated records are available in certain locations with Call Recording and Rating included if Access Point has selected this service. For operator assisted call records that need to be exchanged between the recording/rating company (Verizon) and a billing company other than Access Point, Access Point call records will be returned to Access Point.
- B. Access Point shall be responsible for the billing and collection of any and all end user charges for the Services provided hereunder.

SECTION 9 - INDEPENDENT CONTRACTORS AND RELATIONSHIP OF THE PARTIES

- A. Independent Contractors. Verizon and Access Point shall be independent contractors under this Agreement, and all services under this Agreement shall be performed by Verizon as an independent contractor and not as an agent of Access Point.
- B. Responsibility for Employees and Agents. All persons furnished by Verizon shall be considered solely Verizon's employees or agents, and Verizon shall be responsible for compliance with all laws, rules, and regulations relating to such persons including, but not limited to, hours of labor, working conditions, workers' compensation, payment of wages, benefits, unemployment, social security and other payroll taxes. Each Party's employees and agents, while on premises of the other, shall comply with all rules and regulations, including any applicable security procedures and safeguarding of confidential data.

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SECTION 10 - ASSIGNMENT AND SUBCONTRACTING

- A. Any assignment by either Party of any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the written consent of the other Party shall be void except assignments to a parent company, a wholly-owned subsidiary or a wholly owned subsidiary of a parent. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and permitted assigns of such Party. Thirty (30) calendar days advance notice of such assignment shall be provided to the other Party.
- B. The Services hereunder may be provided by Verizon or its affiliates and/or subcontractors provided that such Services conform to the service requirements specified in this Agreement.

SECTION 11 - DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled first, by good faith efforts to reach mutual agreement of the Parties; and second, if mutual agreement is not reached within sixty (60) days of a written request by a Party to resolve the controversy or claim, by final, binding arbitration before a single neutral arbitrator who is acceptable to the Parties to the dispute, in a location mutually acceptable to the Parties, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, with the following modifications: (a) the arbitrator shall be licensed to practice law and shall preferably have former judicial experience; (b) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Federal Rules of Evidence and Federal Rules of Civil Procedure; (c) the arbitrator shall have no power or authority to make awards or issue orders of any kind except as permitted by this Agreement and substantive law, and in no event shall the arbitrator have the authority to make any award that provides for consequential, punitive or exemplary damages; and (d) the arbitrator's decision shall follow the plain meaning of this Agreement and the relevant documents. A Party may demand such arbitration in accordance with the procedures set forth in the aforementioned rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the Parties. Each Party to the dispute shall bear its own expenses arising out of the arbitration, except that the expenses of the facilities to conduct the arbitration and the fees of the arbitrator shall be shared equally by the Parties.

SECTION 12 - WAIVER

The failure of either Party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to it under this Agreement shall not be construed as a waiver of such provision or any provisions of this Agreement and the same shall continue in full force. No course of dealing or failure of any Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. To be effective, any waiver by either Party of a default in the performance by the other Party must be in writing and any such written waiver shall not be construed to be a waiver of any preceding or subsequent default not specifically described therein. If any action by either Party shall require the consent or approval of the other Party, the grant of such consent or approval shall not be deemed a consent to or approval of any other action. The various rights and remedies given to or reserved by either Party by this Agreement, or allowed by law, shall be cumulative and no delay or omission to exercise any of its rights shall be construed as a waiver of any default or acquiescence therein, nor shall any waiver of any breach or any other provision thereof be considered as condoning any continuing or subsequent breach of the same provision.

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SECTION 13 - DEFAULT

If either Party refuses or fails in any material respect to properly perform its obligations under this Agreement or violates any of the material terms or conditions of this Agreement, such refusal, failure or violation shall constitute a default. In such event, the non-defaulting Party may so notify the other Party in writing of the default and allow that Party a period of thirty (30) calendar days to cure such default. If the defaulting Party does not cure such default within said thirty (30) calendar days the non-defaulting Party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Party.

SECTION 14 - SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language.

SECTION 15 - LIMITATION OF LIABILITY AND INDEMNITY

- A. Access Point Remedies. In the event that Verizon, through negligence or willful misconduct, fails to provide the Services selected and contracted for under this Agreement, Verizon shall pay Access Point for Access Point's direct damages resulting from such failure, up to an amount not to exceed the charges payable under this Agreement for the Services affected.
- B. Other Remedies. THE EXTENT OF LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED AS DESCRIBED IN SECTION 15.A ABOVE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY OTHER LOSS, COST, CLAIM, INJURY, LIABILITY, OR EXPENSE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, WHETHER RECOVERY IS SOUGHT IN TORT, CONTRACT, OR OTHERWISE, EVEN IF EITHER PARTY HAD NOTICE OF SUCH DAMAGES.

SECTION 16 - PROPRIETARY INFORMATION

- A. Identification of Information - Confidentiality: Either Party may disclose to the other Party proprietary or confidential customer, technical and business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). Any information disclosed by a Party or obtained by a Party as part of performing under this Agreement, concerning end user accounts or use of the Services, a Party's business plans, forecasts and volumes, rates and specific terms of this Agreement (but not the general nature of the Agreement or the fact that the Parties have entered into this Agreement) shall be Confidential Information. In order for other information to be considered "Confidential Information" under this Agreement, it must be marked "Confidential" or "Proprietary" or bear a marking of similar import. Orally disclosed information shall be deemed "Confidential Information" only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure. In order to protect such Confidential Information from improper disclosure, each Party agrees:

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1. That all Confidential Information shall be and shall remain the exclusive property of the source.
 2. To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information in order to perform the Services set forth in this Agreement.
 3. To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature.
 4. For a period of three (3) years following any disclosure, not to copy or publish or disclose such Confidential Information to others or authorize anyone else to copy or publish or disclose such Confidential Information to others without the prior written approval of the source.
 5. To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.
- B. Exceptions. These obligations shall not apply to any Confidential Information which was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing person(s) having access to any of the Confidential Information received in confidence from the source or which is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided that a Party that receives a subpoena or other process requiring the disclosure of Confidential Information of the other Party, shall promptly and before release of the Confidential Information notify the other Party of the required disclosure and shall permit the other Party to submit a response or objection to the court or agency, and shall request that the disclosed Confidential Information be subject to an appropriate protective order.
- C. Equitable Relief. Each Party acknowledges that irreparable harm may result in the event of breach of this Section, and that monetary damages may be an inadequate remedy. Consequently, in the event of breach or threatened breach of this Section, the non-breaching Party shall be entitled to seek temporary, preliminary and/or permanent injunctive relief as may be necessary to restrain any breach of this Section.
- D. Regulatory Filing of Proprietary Information. The Parties acknowledge that this Agreement constitutes the Proprietary Information of both Parties and is subject to the terms of this section; provided, however that the Parties further acknowledge that this Agreement may be filed with any regulatory commission having authority over the subject matter and the Parties agree to seek commercial confidential status for this Agreement with any such regulatory commission to the extent such a designation can be secured.

SECTION 17 - SURVIVAL OF OBLIGATION

The provisions for Limitation of Liability and Indemnification and Proprietary Information shall survive the expiration or the termination of this Agreement.

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SECTION 18 - FORCE MAJEURE

Neither Party shall be held responsible or liable to the other for any delay or failure in performance caused by fires, strikes, embargoes, requirements imposed by Government regulation, civil or military authorities, act of God or by the public enemy, or other causes beyond the reasonable control of the Party. The Party whose performance is affected by any of such causes shall be excused from performance hereunder, but shall use diligence to avoid or remove the cause of its nonperformance and both Parties shall resume performance hereunder once such cause is removed or avoided. If such cause cannot be avoided or removed, the Party injured by the other's inability to perform may either: a) terminate the affected services or part thereof not already rendered; or b) suspend the affected services or part thereof for the duration of the delaying cause and resume performance once the delaying causes cease.

SECTION 19 - NOTICES

Notices. Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any Party to the other Party shall be in writing and shall be made by a means that obtains confirmation of receipt. Notices shall be deemed to have been given on the date delivered in person or on the date of receipt as indicated by a record of delivery such as signed receipt for certified mail or express delivery service. Notices shall be sent to the following addresses until a new address is delivered by a Party.

For Verizon: Elaine LaPointe
125 High Street
6th Floor, Room 626
Boston, MA 02110
617/743-3427

Copy To: Cecelia Roudiez
13100 Columbia Pike, Pod D38
Silver Spring, Maryland 20904
301-282-5715
Fax: 301/236-4878

For Access Point: Regina Ross
1100 Crescent Green
Cary, NC 27511

Personal Delivery. If personal delivery is selected as the method of giving notice under this Section, a receipt of such delivery shall be obtained.

SECTION 20 - GOVERNING LAW

This Agreement shall be governed by and interpreted or construed in accordance with the substantive laws of the Commonwealth of Virginia, unless otherwise agreed by the Parties in writing.

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SECTION 21 - COMPLIANCE WITH LAWS AND REGULATIONS

Each Party shall comply with all applicable federal, state, county and local laws, ordinances, regulation, rules and codes in the performance of this Agreement. Neither Party shall be liable to the other for termination of this Agreement or any Services to be provided hereunder necessitated by compliance with any law, rule, regulation or court order of a duly authorized governmental body.

SECTION 22 - REGULATORY AGENCY APPROVAL

- A. To the extent that the Services are subject to the jurisdiction of the Federal Communications Commission ("FCC") or of a state utility regulatory commission, this Agreement shall at all times be subject to changes, modifications, orders, and rulings by that regulatory agency. If this Agreement is subject to advance approval of the regulatory agency, this Agreement shall not become effective until fifteen (15) business days after receipt by the Parties of written notice of such approval. If the regulatory agency accepts this Agreement in part and rejects it in part, either Party may cancel this Agreement without penalty or liability.
- B. Regulatory Approval - Notwithstanding the preceding subsection of this Section 22, the term of this Agreement and the other terms and conditions hereof, are subject to applicable law and regulatory approval. Accordingly, although this Agreement is executed by both Parties, to the extent that any state statute, order, rule or regulation of any state regulatory agency having competent jurisdiction over one or both Parties to this Agreement, shall require that this Agreement or subsequent amendment be filed with or approved by such regulatory agency before the Agreement or amendment may be effective. This Agreement or amendment shall not be effective in such state until the first business day after such approval or filing shall have occurred.
- C. This Agreement is subject at all times to any statute, order, rule, or regulation or any state or federal regulatory agency having competent jurisdiction over one or both of the Parties hereto or the Services provided hereby. Verizon and Access Point agree to cooperate with each other and with any applicable regulatory agency so that any and all necessary approvals may be obtained. During the term of this Agreement, the Parties agree to continue to cooperate with each other in any review of this Agreement by a regulatory agency so that the benefits of this Agreement may be achieved. If any such agency accepts this Agreement in part and rejects it in part, or makes a material modification to the Agreement as a condition of its approval, either Party may terminate the Agreement in its entirety without penalty or liability.
- D. Taxes - The rates specified in this Agreement are exclusive of all taxes, duties, or similar charges imposed by law. Access Point shall be liable for and shall reimburse Verizon for any sales, use, excise, or other taxes applicable to the Services performed under this Agreement.

SECTION 23 - PRINCIPAL AGREEMENT

The Principal Agreement shall refer to Sections 1 through 30 of this Agreement. To the extent that any of the Attachments, Service Attachments, Appendices and Exhibits are inconsistent with or in conflict with this Principal Agreement, the Attachments, Service Attachments, Appendices or Exhibits shall prevail.

SECTION 24 - AMENDMENTS, MODIFICATIONS, AND SUPPLEMENTS

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Except for changes in rates that may be made pursuant to Section 3 or Section 6 herein, the terms and conditions of this Agreement, including the Appendices attached to this Agreement, constitute the entire Agreement between Access Point and Verizon relating to the subject matter of this Agreement, and supersede any and all prior or contemporaneous understandings, promises or representations, whether written or oral, between the Parties relating to the subject matter of this Agreement. Any waiver, modification or amendment of any provision of this Agreement, or of any right or remedy hereunder, shall not be effective unless made in writing and signed by both Parties. The term "this Agreement" shall be deemed to include any such future amendments, modifications, and supplements.

SECTION 25 – LICENSES

No licenses, expressed or implied, under any patents, copyrights, trademarks or other intellectual property rights are granted by Verizon to Access Point under this Agreement.

SECTION 26 – PUBLICITY

Verizon and Access Point agree not to publish any advertising, sales promotions, or press releases that promote or otherwise relate to the services provided under this Agreement and include the other Party's name, logos, trademarks, or service marks, unless it obtains the other Party's prior written consent, except that either Party may disclose the fact that Verizon provides directory assistance and/or operator services to Access Point without such prior review or approval.

SECTION 27 - MULTIPLE COUNTERPARTS

This Agreement may be executed separately by the Parties in one or more counterparts. Each duplicate executed shall be deemed an original, and all together shall constitute one and the same document.

SECTION 28 - ENTIRE AGREEMENT

This Agreement, including Attachments, Service Attachments, Appendices and Exhibits constitute the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals and representations, whether written or oral, concerning such subject matter. No representations, understandings, agreements or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

SECTION 29 - CAPTIONS AND SECTION HEADINGS

The captions and section headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

SECTION 30 - NO OFFER

Submission of this Agreement for examination or signature does not constitute an offer by Verizon for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both Verizon and Access Point.

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IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

Access Point, Inc.

Verizon New England Inc. and
Verizon New York Inc.

By:

Richard E. Brown

By:

Thomas F. Moran

Name: Richard Brown

Name: Thomas F. Moran

Title: CEO

Title: Director-Verizon LiveSourcesm-
Wholesale Markets

Date:

10/16/01

Date:

10/28/01

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OSPA-c 10-9-01 (8/2001)

October 16, 2001

DEFINITIONS

For purposes of this Agreement, the following definitions shall apply. All terms defined herein may not be applicable to all Services.

AUTOMATIC NUMBER IDENTIFICATION ("ANI") - A network's ability to identify, pass, receive, and record the originator's telephone number on the Automatic Message Accounting switch record.

AUDIO RESPONSE UNIT ("ARU") - A component of the Verizon information retrieval system that provides digitized voice capability to convey information.

AUDIO RESPONSE UNIT ("ARU") ANNOUNCEMENT - A recorded announcement associated with the offer of call completion.

AVERAGE SPEED OF ANSWER ("ASA") - The average amount of time it takes an operator to answer a call placed to the OSS that handles Access Point's Operator Services. ASA shall be computed by averaging all the half-hours of the 24-hour period weighted by the associated half-hour call volume. The daily ASA's in a calendar month will be averaged to establish the monthly ASA.

BILLING SOLUTION - A service that provides Access Point with detailed billing records on a per Event basis as requested for Call Completion, Operator Reconnect, Spanish Listing Service, and Enhanced Services. Additional billing flexibility as defined in the Record Rating and Record Translation definitions in this section will be offered via a separate billing services agreement.

BRANDING - Audible branding announcements played to the end user during the call.

CALL COMPLETION - A service that provides Access Point the option of having Verizon return calls to Access Point's POP for completion.

CALL DETAIL RECORD ("CDR") - Record containing information needed to rate call and bill end user.

CALL RECORDING SERVICE - A service providing, via magnetic tape or other mutually acceptable media, the details of call records originated through Verizon operator services switches for which answer and disconnect supervision are received.

CONNECTION POINT - A Verizon controlled location or a Access Point controlled location where Access Point establishes connection to Operator Services.

DIALED DIGITS - The digit pattern, sent by Access Point and received by Verizon on the incoming Operator Services link used to route the Operator Services call.

END USER - A person or entity to whom Access Point provides Operator Services.

EXCHANGE MESSAGE RECORD ("EMR") - An industry standard record used to exchange telecommunications message information among LECs.

EVENT - A chargeable call or Service transaction.

IN-SERVICE DATE - The date end user's traffic for the first scheduled Connection Point covered under this Agreement is directed to the OSS and Verizon is providing Operator Services to Access Point at that Connection Point.

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LATA SWITCHING SYSTEM GENERIC REQUIREMENT ("LSSGR") – Generic Requirements document produced by Telcordia (Bellcore).

LISTING NUMBER - The telephone number provided to the end user during an Event.

LISTING SERVICES DATA BASE ("LSDB") - A data base containing listing records that are used to provide National Directory Assistance (NDA).

LOCAL EXCHANGE PROVIDER - Local exchange telecommunications common carrier authorized by the FCC and the appropriate state regulatory agency.

MONTHLY RECURRING CHARGE ("MRC") - A charge that is applied each month or fraction thereof to a facility, service, and/or arrangement.

NON-RECURRING CHARGE ("NRC") - A one-time charge applied to a facility, service and/or arrangement.

NUMBERING PLAN AREA ("NPA") - The area code.

OPERATOR SERVICES SWITCH ("OSS") - The Verizon switch that directs calls to operator positions.

POINT OF PRESENCE ("POP") – The designated location where calls routed for completion are delivered to Access Point.

RECORD RATING - A service that provides Access Point with a record translation which is rated for Access Point's provided end user rate. This service is available only via a separate billing services agreement.

RECORD TRANSLATION - A service that provides Access Point with a per Event call record delivered in Access Point defined format such as industry standard EMI or cyber formats. This service will be offered via a separate billing services agreement.

SENT-PAID - A direct dialed call (non-operator handled) that is billed to the originating number that initiated the call.

SERVICE CONFIGURATION - Discrete selections made at a trunk group level as specified on the Technical Questionnaire.

SUBSCRIBER - A person or entity to whom Access Point provides Operator Services. Also called the end user.

TECHNICAL QUESTIONNAIRE – The form on which customer information, technical specifications, and service requirements are submitted to Verizon for use in provisioning the requested services.

TECHNICAL QUESTIONNAIRE CHANGE REQUEST – The form on which changes to Service Configurations may be submitted.

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**OPERATOR SERVICES AGREEMENT
Service Attachment 4**

NATIONAL DIRECTORY ASSISTANCE

SECTION 1 – DESCRIPTION OF SERVICES

Verizon offers National Directory Assistance. Access Point must select which services (specified in the Sections below) it desires for its trunk group ("Service Configuration") and record the selections on its Technical Questionnaire.

- A. National Directory Assistance ("NDA") – Verizon's Call Attendant shall search for and provide the caller up to two (2) listings anywhere within the United States that are requested by name and city, excluding non-published listings.
- B. Branding - Verizon will accommodate up to three (3) Branding messages per Service Configuration provided that Access Point's traffic is delivered by a differentiated trunk group.
- C. Billing
 - 1. The originating Automatic Number Identification ("ANI") will be provided for all records. Records will be provided in a Verizon defined format in the form of a billing tape or electronic data interface ("EDI").
 - 2. Access Point may submit changes to the Service Configuration by forwarding a completed and signed Technical Questionnaire Change Request form for approval to Verizon. All requested changes and/or additions to Services as set forth in the Technical Questionnaire must be approved by Verizon.
 - a) All changes to the Service Configuration are subject to the implementation time lines as described in this Service Attachment.
 - b) All changes to the Service Configuration are subject to the applicable rates as set forth in Section 3 of this Service Attachment.
- D. Directory Assistance Listing Establishment
 - 1. Verizon's directory assistance database is available with Directory Assistance products and services. Access Point will provide initial loads to Verizon via magnetic tape. In addition, Access Point will furnish Verizon with all changes, additions and/or deletions to such records in a timely manner over the Network Data Mover (NDM) system or via an agreed upon medium and format if the NDM system is not available. Verizon will maintain and use listings furnished by Access Point in the same manner and for the same purposes that Verizon maintains the listings of Verizon subscribers.
 - 2. Updates – Verizon will update the Operator Services listing database with Access Point provided data within two (2) business days of receipt of the listing data in an agreed upon format.

SECTION 2 – RESPONSIBILITIES OF THE PARTIES

- A. Access Point Responsibilities:

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SA4d-NDA CLECs

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1. Access Point shall make selections for each trunk group on the Technical Questionnaire and shall submit the completed Technical Questionnaire to Verizon within thirty (30) days following the effective date of the Agreement.
2. Access Point shall establish and maintain all facilities needed for adequate performance between Access Point's POP and Verizon's Connection Point. Access Point shall issue an ASR for the link between Access Point's POP and Verizon's Connection Point.
3. Access Point shall pass the ANI of the end user to Verizon's network.
4. Verizon and Access Point agree to test any trunk provisioning, augmentation or reconfiguration. This testing shall be performed during mutually agreed maintenance windows and shall be performed at no charge to either Party. Live traffic shall not be utilized for testing.
5. Access Point shall provide calls to NDA on a sent-paid basis only. Collect and third party calls billed to or from Access Point telephone numbers are not permitted.
6. Thirty (30) calendar days prior to the completion of the initial twelve (12) month term, Access Point shall provide to Verizon for approval, a completed Attachment 1 of this Service Attachment for the upcoming year. Thereafter, Access Point shall provide such forecasts annually.
 - a) At any time a deviation of plus or minus twenty percent (+/- 20%) is expected for a Service Configuration, Access Point shall promptly provide for approval a revised forecast to Verizon.
 - b) Access Point shall provide to Verizon thirty (30) calendar days advance written notice of any sales promotion or other activity that may cause an increase or decrease in Call volumes for the Service Configuration.

B. Verizon Responsibilities - Verizon will provide Directory Assistance in accordance with the operator methods in effect for Verizon as described in this Service Attachment unless otherwise agreed upon in writing by both Parties. Each caller may request up to two numbers per call.

SECTION 3 - RATE SCHEDULE - THREE YEAR TERM

(All rates shown in U.S. Dollars)

National DA Per Event	Customized Branding Per Event	OLNS Rate Per Query
0.55	0.05	0.018

1. The above rates apply to volumes of 0-25,000 per year.
2. A National Directory Assistance Call shall mean a call that reaches an operator regardless of whether or not a number is requested or provided. Each National Directory Assistance Call shall be billed as an Event.
3. OLNS requires Access Point's line information to reside in Verizon's LIDB.

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